because of a tortious injury to it by another, even though the injury results in death, and though at the time the tort was commited the child was serving sentence in the county chain gang.

ELECTIONS—BALLOT—MANDAMUS—STATE EX REL RUNGE V. ANDERSON CITY CLERK, 76 N. W. 482 (Wis.) —A ballot law provided that if the same man were nominated by two parties his name should be printed on the ticket under the designation of the party which first nominated him. It also provided that "the several regular party tickets * * * shall each be printed in one column under the appropriate party designation. The Democratic party having made nominations, the Populistic party nominated all the Democratic candidates. *Held*, that mandamus would not lie to compel the proper official to place the names of the candidates on the ticket a second time as nominees of the Populistic party. Winslow, J., dissenting, on the ground that the law is an unwarrantable interference with the freedom of election and hence void.

ENLISTMENT OF MINOR—RIGHT TO DISCHARGE—IN RE FERRONE, 89 Fed. Rep. 150.—A minor, whose parents were non-resident aliens, enlisted in the service of the United States, and at the time of his enlistment had no guardian. *Held*, that, although a guardian was since appointed, the provision in Rev. St., § 1117, requiring the consent of the parents or guardian of a minor to his enlistment in the military service, etc., did not authorize the court to order his discharge. *See* YALE LAW JOURNAL, vol. 8, p. 58, *Solomon, Sheriff*, v. *Davenport*.

ESTOPPEL—REPAIRING VESSEL—STATEMENT AS TO COST.—THE M. F. PARKER 88 FED. REP. 853.—One, desiring to buy a vessel, asked a ship carpenter for an estimate of what he would charge for putting her in thorough repair, and was told the cost would be $150. On the faith of this statement he bought the vessel for $315. When the repairs were completed the ship carpenter presented a bill for $300. *Held*, that while there was no express contract that the work should be done for $150, yet under the circumstances the repairer should be held estopped to claim more than the original estimate.

PROCEDURE—REMARKS TO JURY—CONSCIENCE—MILLER ET AL. V. MILLER ET AL., 41 ATL. (PENN., 277.—A jury wished to be discharged, on the ground that it could not agree to a verdict, whereupon the judge charged them: "It is sometimes said by parties that they can't conscientiously agree to a verdict. There is no conscience in the case. It is simply a question of judgment." *Held*, error, in that it eliminated cönscience from the consideration of the verdict.

PROPERTY GIFTS—DELIVERY—WHAT CONSTITUTES.—LIEBE V. BALTMANN, 54 PAC., ORE. 179.—One about to commit suicide indorsed securities and sealed them in an envelope directed to a friend, with whom he was living, and laid it on a table by his side in his own room, leaving a note to the friend containing directions as to the delivery of another letter and inclosure. The two slept in opposite parts of the house, and the friend reached the suicide shortly after the shooting, but the latter became unconscious, and died without making further reference, to the gift. *Held*, that there was no delivery, even though the donee had picked up the envelope during the lifetime of the deceased, when he delivered to another, and it was not opened until after the death.

PROPERTY—OFFICE—POLITICAL PARTIES—INJUNCTION.—KEARNS ET AL. V. HAWLEY ET AL., 41 Alt. Rep. (Penn.) 273.—The members of a county committee of a political party acquire no property right in their office, because of